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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

KOLAR DISTRICT.

Abstract Notification dated 7—8th August 1939.

The attention of the public is invited to the detailed notification of date calling for the claimants to prefer their claims for the arrears of sandal bonus pending payment in the Kolar District, published on pages 1589 and 1590, Part VI of the *Mysore Gazette*, dated 17th August 1939.

Abstract Notification dated 7th August 1939.

The attention of the public is invited to the detailed notification regarding the sales of fuel coupes in several State Forests of the Kolar District, published on pages 1630 and 1631, Part VI of the *Mysore Gazette*, dated 17th August 1939.

Notification No 75, dated 20th August 1939.

It is hereby notified for general information that the exclusive right of collecting the Jamaund Produce in the plantations named below for one year ending 30th June 1940, will be sold on the dates noted against each plantation by the District Forest Officer or the Range Forest Officer, as the case may be.

Serial No.	Name of Plantation	Date of sale	Place of sale
1	Kasipur	16—9—1939	Mulbagal T. B.
2	Gazaldinne	12—9—1939	District Forest Officer, Kolar
	Byappanahalli		
3	Vokkaleri		
	Lakshmisagara		
	Viswanthapura		
	Ramachandrapura		
	Bellavi		
	Mallappanahalli		
	Malur Town	14—9—1939	Range Forest Office, Malur.
	New Kurandahalli		
	Old Kurandahalli		
	Muniswamidra		
	Kadamnakuppe		
	Dinnur		
	Kurbiki		Jangamkote T. B.
4	Patramalli		
	Thirumalayanadinne		
	Chowdasandra		
	Hirlahalli		
5	Jangamkote	11—9—1939	Jangamkote T. B.
	Kalavarapalli		
	Dodmanu		
	Kammasandra		
6	Kanakamedu	8—9—1939	Chikballapur T. B.
	Sunkenahalli		
	Gudibande	6—9—1939	Gudibande T. B.
	Hanumanthapura		
8	Konapalli	9—9—1939	Chintamani T. B.
9	Yellampalli	7—9—1939	Bagepalli T. B.
10	Beechaganahalli Extension Sandal	5—9—1939	Gudibande T. B.
	Kothur		

1. The auction will commence at 10 a.m. and if it is not completed on the day it will be continued on the next following day at the same hour.

2. Defaulters on account of previous sales will not be permitted to bid.

3. No person will be allowed to bid unless he produces a certificate from the Amildar of the taluk in which the plantation is situated to the effect that he has taken out a Range certificate as provided in clause 4 of the Rules framed by Government regarding the sale of Rs. 200 which must be in the form of Cash Certificates.

Note.—In the case of plantations where the Tamarind produce may not fetch more than Rs. 200, a sum of Rs. 50 only should be deposited with the sale conducting officer.

4. Those who are residents of Mysore State and who do not possess unnumbered passes in the Mysore State and those who are residents of the estimated value of the lots for which they intend bidding, should before they are allowed to bid, either deposit with the officer conducting the sale the amount of the bid or a sum of two hundred rupees, as earnest money, or they should produce a local surety fully known to the officer conducting the sale for the highest bid likely to be made at the conclusion of the sale. A receipt for the deposit will be given from the Treasury should be on a stamp paper, unless the stamp payable has been returned by the purchaser under the provisions of the Stamp Act. In the case of foreign bidders do not have to deposit the estimated amount of Rs. 200 if unnecessary, and in cases where they produce a local surety the said deposit of Rs. 200 will also be recovered from them. In the latter case the remaining amount of the lease must be paid as provided in clause 9 *infra*.

5. The successful bidder shall deliver his Range certificate to the officer conducting the sale and receive in exchange, if he so desires, a certificate signed by the latter which will be sufficient authority for him to bid in the auction sales of the following Ranges or divisions. This exchange certificate shall be delivered to the officer conducting the sale before the plantation named therein happens to be the highest bidder. obtaining a certificate thereof, if he wishes such certificate for his use. The exchange certificate will contain the particulars found in the Range certificate with the details of purchases made in the sales of other Ranges as well as the Range for which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within a week of the intimation of the confirmation of the sale, the successful bidder shall pay the balance of the sale amount and execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Act or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

In default to pay the balance, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Act, or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the leases, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Act, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1940, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No damage will be caused to the trees while collecting the Tamarind, any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*l*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

(*m*) Interest will be charged at 6¼ per cent per annum on all belated payments.

12. In the event of breach of any of these conditions, the lease will be cancelled and the security deposit amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and sold at the risk of the original purchaser who will be liable for any loss which will become recoverable as an arrear of land revenue but the latter will not be entitled to any profits.

P. PARASURAMAN,
Deputy Conservator of Forests.

TUMKUR DISTRICT

Abstract Notification dated 1st August 1939.

The attention of the public is invited to the detailed notification of the sale of the standing sandal trees in the coupes of Honnamachanahalli Palace Kaval of Kunigal Range, published on page 1531 of Part VI of the *Mysore Gazette*, dated 10th August 1939.

Abstract Notification dated 1st August 1939.

The attention of the public is invited to the detailed notification of the coupes of Honnamachanahalli Palace Kaval of Kunigal Range, published on page 1531 of Part VI of the *Mysore Gazette*, dated 10th August 1939.

P. A. MOHAMED ISMAIL,
Assistant Forest Officer.

MYSORE DISTRICT.

Abstract Notification dated the 7th August 1939.

The attention of the public is invited to the detailed notification regarding the sale of the standing sandal trees in the uprooted and rough-dressed of dry and ripked sandalwood and also the Mysore Sandal roots in the several Ranges of the Mysore District and delivering the same at the Mysore Sandal Koti during 1939-40, published on pages 1528-1529 Part VI of the *Mysore Gazette* dated 10th August 1939. The tender will be received by the District Forest Officer, Mysore Division, Mysore, at the District Forest Office, Mysore, up to 2 P.M. on 4th September 1939.

MOHAMED AKRAM,
District Forest Officer.

KADUR FOREST DIVISION.

Abstract Notification dated 2nd August 1939.

The attention of the public is invited to the detailed notification regarding the sale of the following leases in the Division published on pages 1531-1534, Part VI of the *Mysore Gazette* dated 10th August 1939.

(1) Sale of the right of collecting and removing of Honge seeds and leaves in several taluks during 1939-41.	To be held in the District Forest Office, at Chikmagalur on 18th August 1939.
(2) Sale of the right of collecting and removing bamboos in the several ranges of the Division during 1939-41.	To be held in the District Forest Office at Chikmagalur on 18th August 1939.
(3) Sale of the right of collecting and removing Tupra leaves in Kadur, Mudigere and Koppa and Chikmagalur Taluks for 1939-42.	Kadur Taluk—Range Forest Office, Kadur, on 24th August 1939. Mudigere Taluk—Range Forest Office, Mudigere, on 22nd August 1939. Koppa Taluk—Travellers' Bungalow at Koppa on 23rd August 1939. Chikmagalur Taluk—Sandal Koti at Chikmagalur on 25th August 1939.

B. T. THIMMARAYAPPA,
District Forest Officer.

CHITALDRUG DISTRICT.

Abstract Notification dated 1st August 1939.

SALE OF KANKARI LIME STONE.

The attention of the public is invited to the detailed sale notification published in *Mysore Gazette*, dated 10th August 1939 on pages 1534-1536, of Part VI.

Abstract Notification dated 1st August 1939.

SALE OF GRASS.

The attention of the public is invited to the detailed sale notification published in *Mysore Gazette*, dated 10th August 1939 on pages 1536-1537, Part VI.

Abstract Notification dated 1st August 1939.

SALE OF STONE.

The attention of the public is invited to the detailed sale notification published in *Mysore Gazette*, dated 10th August 1939 on page 1537, of Part VI.

Notification dated 16th August 1939.

It is hereby notified for general information that the grazing right of cattle, which term includes milch cows or bullocks, buffaloes and sheep (goats being excluded) in the undermentioned plantations (i.e. State Forests) of this District up to end of June 1940 will be sold by public auction on the dates and at the places specified against each, by the District Forest Officer, Chitaldrug, or by the Range Forest Officer, concerned, subject to the confirmation by the Conservator of Forests when the sale amount exceeds 500 rupees. The sale will commence at 2 P.M. each day and if it is not concluded on the same day it will be continued on the next day :—

Name of Taluk	Plantation of Forests	Place of sale	Date of sale
Chitaldrug ..	Neralgundi Plantation	Chitaldrug Range Forest Office.	15th Sept. 1939
Chellakere ..	Chellakere Plantation	Chellakere T. B. ..	15th Sept. 1939

N.B.—The lessee or the purchaser shall have no power to question the right of grazing of cattle free or at concession rates conceded as per Forest Settlement and Government Orders which will be regulated by the Department.

2. No person will be allowed to bid unless he deposits with the sale conducting officer a sum of Rs. 10 only as earnest money which in the case of all unsuccessful bidders will be duly returned immediately after the sale.

3. The successful bidder shall immediately after the close of the sale, pay one-quarter of the sale amount including the deposit already made together with the local and education cesses and railway cess at two annas in the rupee on the sale amount. In default, the deposit will be forfeited and the right resold which will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government but shall have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue under Section 79 of the Forest Act.

4. The balance of the three-fourths of the sale amount shall be remitted to the nearest Government Treasury before the sunset of the 7th from the date of confirmation of the sale and the lessee shall execute an agreement abiding by the terms of the sale. If that day happens to be a Government holiday, the said amount must be credited to Treasury before the sunset of next office day, failing which the sale will be cancelled and the resale held at the risk of the original purchaser as detailed in para 3 above.

"Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date."

5. The purchaser shall not sublet the lease without previous sanction of the District Forest Officer or the Conservator of Forests. When such sanction is accorded, the sub-lessee will be bound by all the

terms and conditions of the sale jointly with the original purchaser. The purchaser shall furnish a list of men allowed to enter the Forest and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the Plantation or Forest due either to himself or his men, which will be dealt with under the provision of the Mysore Forest Act.

6. The grazing will be permitted only between sunrise and sunset up to end of the period stipulated viz., 30th June 1939. No scraping or digging of grass is permitted.

7. The purchaser shall not interfere with any forest operation, such as planting, sowing and felling that the Forest Department may wish to conduct in the leased area, should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation. He shall not graze in the area under cultural operations.

8. The lessee will be permitted to graze his cattle in the leased area only after the payment of the sale amount in full on such days as may be prescribed by the District Forest Officer.

9. Cattle that may be found grazing in the leased area before payment of the lease amount will be liable to be impounded.

10. In the event of a breach of any of the conditions specified in the sale notification the lease is liable to be cancelled and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer for every offence.

L. SRINIVASA [illegible],
District Forest Officer.

ENGINEERING DEPARTMENT

BUILDINGS DIVISION, BANGALORE.

Contract Notification dated 3rd August 1939.

The attention of the public is hereby invited to the detailed notification, calling for tenders for construction of First Floor for the Mathematics Block, Central College, Bangalore, published in pages 1538 and 1539, Part VI of the *Mysore Gazette*, dated 10th August 1939. The last date of tender is 26th August 1939.

M. K. RAMA[illegible] IYENGAR,
Executive Engineer.

[illegible] WORKS DIVISION.

Notification dated 15th August 1939.

1. Sealed tenders will be received at the Office of the Executive Engineer, Bangalore Division, up to 2 P.M. on 4th September 1939, for the construction of a compound wall to the Electric Colony at Dodballapur.

2. Tenders in the prescribed form obtainable on payment of Re. 0-4-0 per form from the Office of the Executive Engineer, Bangalore Division, should be addressed to the Executive Engineer, Bangalore Division, in a sealed cover and superscribed as "Tender for the construction of a compound wall to the Electric Colony at Dodballapur." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by a duplicate challan for having credited into the Treasury a sum [illegible] amount of Rs. [illegible] under "17 (a) Public Works Deposits Mysore Government Bonds, duly endorsed at their face value or market value, whichever is less, as earnest money. The earnest money of the successful tenderer will be retained as security deposit for due fulfilment of the contract. Such deposit at call will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 5th September 1939 at 3 P.M. The final acceptance of the tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental Schedule Contract Form for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay specifications (1931).

6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Bangalore Division, Bangalore, on all working days, between 11 A.M. and 5 P.M. and may be obtained from that officer on payment of Rs. 3 for each.